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give relief where there is an adequate remedy at law, but also to the consideration that if equity interfered at the preliminary stage and prevented the destruction of cattle which might be infected, the efficient administration of the law would be prevented and the health of the public consequently endangered. The holding of the court is in all respects reasonable, logical and based upon ample authority.

CONSTITUTIONAL LAW.—SPECIAL ASSESSMENT DISTRICT.—The Myles Salt Company brought a bill to restrain the sale of its lands for taxes levied under a special assessment. The purposes of the special assessment were to provide a drainage district for marshy lands lying about that owned by the plaintiff. Plaintiff's land consisted of an island approximately 175 feet higher than the ground adjoining. No benefit from the proposed drainage could directly or indirectly accrue to its land. The court *held*, that the assessment was arbitrary and a plain abuse of power, and granted the prayer for an injunction. *Myles Salt Co. v. Board of Commissioners of Drainage District*, (1916) 36 Sup. Ct. 204.

The decision of this case follows the law as developed by the special assessment cases and reviewed in the last number of this review at page 419. The instant case is one of a plain and palpable abuse of legislative power. If the land included in the district cannot by any possible chance be benefited by the purposes of the assessment, the levy of a tax for that purpose amounts to a discrimination and a taking of property without due process. This case is directly controlled by the cases of *Norwood v. Baker*, 172 U. S. 269, 43 L. Ed. 443, 19 Sup. Ct. 187, and *Martin v. District of Columbia*, 205 U. S. 135. It is consistent with sound principle and the adjudicated cases.

CONTRACTS.—LATENT AND PATENT AMBIGUITIES.—Plaintiff contracted to build a dam for defendant village. The contract provided that "the lump sum bid must cover the total expense of securing a proper foundation, and building the work specified to lines and levels and in the manner called for in the plans and specifications," which were made a part of the contract. On one of the plans marked "Profile across river at dam," appeared two lines, one representing the bottom of the river, and giving elevations, and the other representing the top of the dam. The plaintiffs contended that the "lines and levels" referred to included both of these lines and that they were entitled to recover for excavations below the lower profile line as for work outside of the contract. Defendant contended that the words "lines and levels" referred only to the top profile line and that the contract called for excavation to solid rock regardless of the elevations marked on the lower line. Other provisions of the contract strongly tended to sustain the defendant's contention. *Held*, that these words constituted a latent ambiguity in the contract and parol evidence was properly introduced to explain the equivocal meaning of the terms used. TAYLOR, J., in a dissent, concurred in by MUNSON, C. J., takes the position that if there was any uncertainty in the contract it did not arise from the state of the subject-matter, but rather from the terms used in the contract, and therefore it was not a latent but a patent